

RESOLUTION NO. 140-1999

RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT BY AND
BETWEEN THE TOWNSHIP OF EAST HANOVER AND POLICEMAN'S
BENEVOLENT ASSOCIATION LOCAL 227

WHEREAS, the Township of East Hanover has entered into collective bargaining negotiations with the representatives of Local 227, Policeman's Benevolent Association, and

WHEREAS, after a series of meetings and exchange of proposals between the parties, and the intervention of the Public Employment Relations Commission through arbitrator/mediator James Mastriani, consensus was attained on the contents of such agreement,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Hanover in the County of Morris, New Jersey, that the collective bargaining agreement between the Township of East Hanover and Local 227, Policeman's Benevolent Association, Hanover Employees Association, a copy of which is attached hereto and made a part hereof as if written in full herein, be and the same is hereby approved by the Township Council, and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and they are hereby authorized and directed to execute such agreement on behalf of the Township.

I hereby certify the foregoing to be a true
copy of a Resolution/Ordinance adopted by
the Township Council of the Township of
East Hanover at a Regular/Special Meeting
held on Sept. 22, 1999
Marilyn J. Snow
Marilyn J. Snow, Township Clerk, RMC, CMC

COUNCILMAN MUSSO
COUNCILMAN PANNULLO
COUNCILMAN RINALDI
COUNCILMAN RICCA
MAYOR COLASURDO

YES	NO	ABSTAIN	ABSENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGREEMENT

BETWEEN

EAST HANOVER POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL 227

AND

TOWNSHIP OF EAST HANOVER

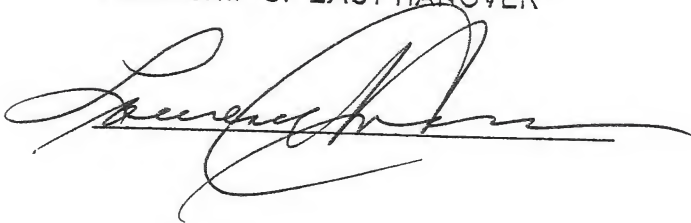
JANUARY 1, 1999 through DECEMBER 31, 2001

SIDE LETTER OF AGREEMENT

The Township of East Hanover and East Hanover PBA Local 227 have agreed to the following terms to be included in this Side Letter of Agreement which is meant to be read with and made a part of the contract with a term of January 1, 1999 through December 31, 2001.


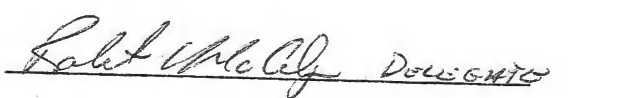
The parties agree that each sworn police officer covered by the collective Bargaining Agreement shall receive the sum of \$1,350 during the calendar year 1999 only. The payment of said sum during the year 1999 to each bargaining unit member shall be enforceable under the terms of contract enforcement of the collective bargaining agreement.

TOWNSHIP OF EAST HANOVER



DATED:

EAST HANOVER PBA LOCAL 227

DATED:

TABLE OF CONTENTS

<i>Article</i>		<i>Page</i>
I	Recognition of the Bargaining Unit	2
II	General Provisions	2
III	Hours and Overtime	4
IV	Method of Compensation	6
V.	Salaries	7
VI.	Longevity	7
VII.	Holidays	8
VIII.	Education Incentive	8
IX.	Uniforms and Equipment	10
X.	Vacations	10
XI.	Health and Insurance Benefits	12
XII.	Sick Time	14
XIII.	Personal Leave	16
XIV.	Liability Provisions	17
XV.	Grievance Procedure	18
XVI	Management Rights	19
XVII	Separability and Savings	19
XVIII	Total Agreement	20
XIX	Term	21
	Schedule A - Salary Schedule	22

This Agreement made and entered into this day of 1999, by and between the Township of East Hanover in the County of Morris, a municipal corporation of the State of New Jersey (hereinafter the "Township" or "Employer"), and the East Hanover Policeman's Benevolent Association, Local 227 (hereinafter the "PBA"), represents the complete and final understanding on all bargainable issues between the Township and such employees who are covered pursuant to Article I, Section A hereof

The Township has negotiated with duly authorized representatives of the PBA, who represent the employees defined in Article I, Section A, with respect to the terms and conditions of employment between said employees and the Township. The following is hereby agreed to by both parties:

the following year.

Section B. The following grades of patrolmen are hereby established and defined as follows:

- (1) Probationary/Non-Academy. From the date of appointment to the date of graduation from a recognized Police Academy training program.
- (2) Probationary/Academy. From the date of graduation from a recognized Police Academy training program to the completion of one year from the date of appointment to the East Hanover Police Department or, if an Academy graduate at the time of appointment, from the date of appointment to the same date of the following year.
- (3) Grade VII. From the completion of probationary/academy to the completion of two years of service. This is a new step which will be effective only for persons hired after January 1, 2000. For all persons hired before that date Grade VI below, and other grades thereafter, shall be paid in sequence following the "probationary/academy" step. For all persons hired after January 1, 2000 the additional Grade VII year shall be inserted and annual movement shall follow thereafter.
- (4) Grade VI. From the completion of the probationary period to the completion of two (2) years of service.
- (5) Grade V. From the completion of two (2) years of service to the completion of three (3) years of service.
- (6) Grade IV. From the completion of three (3) years of service to the completion of four (4) years of service.

each day.

- (2) All other police officers covered by this Agreement: shall work either five (5) consecutive days not to exceed five duty days in any seven-day period, or four (4) days on duty; two (2) days off pursuant to their respective assignment and scheduling by the Chief of Police. A day shall consist of eight (8) consecutive hours of duty time plus a fifteen-minute roll call each day.

Section C. Employees covered by this Agreement shall be paid overtime as follows:

- (1) Patrol Division: Any time worked in excess of twelve (12) hours in any twenty-four-hour period shall be paid at one and one-half (1 ½) times the employee's straight time hourly rate as defined in Article IV, Section A hereof, for such excess time worked,
- (2) All other police officers covered by this Agreement who shall have worked in excess of eight (8) hours in any twenty-four-hour period shall be paid at the rate of one and one-half (1 ½) times the employee's straight time hourly rate as defined in Article IV, Section A hereof for such excess time worked.

Section D. Employees covered by this Agreement who are put "on call" shall be paid three (3) hours at one and one-half (1 ½) times their straight time hourly rate as defined in Article IV, Section A. The payment for an on-call assignment shall apply only once for each seven-day on-call assignment period.

Section E. All employees required to participate in in-service training other than during their on-duty time shall be compensated for the actual time spent in such training or business, plus reasonable travel time, at the employee's straight hourly rate as defined in Article IV, Section A hereof. To the extent possible, employees shall be given not less than seven (7) days notice of scheduled in-service training. One firearm training per year shall be exempt from this section.

Section F. All required court appearances by employees on Police Department business that extend in time beyond the normal tour of duty shall be paid at one and one-half (1 ½) times the employee's straight time hourly rate for such overtime. All required court appearances by employees on Police Department business that occur

two (2) weeks, and twenty-six (26) pays per year.

ARTICLE V. SALARIES

Section A. Annual base salaries for full-time sergeants, full-time patrolmen and probationary patrolmen shall be in the amounts delineated herein. Said salaries shall be for the calendar years 1999, 2000 and 2001, and are set forth as annual rates. These rates shall be divided by twenty-six (26) and the quotient amount included in the biweekly paycheck. These pay rates shall be effective on the dates indicated on Schedule A. Retroactive pay for 1999 shall be paid within thirty (30) days of the signing of this Agreement.

Section B. The annual pay rates and effective dates of said pay rate increases shall be pursuant to Schedule A annexed.

Section C. Effective January 1, 1996 and thereafter, on every shift or part thereof in which no superior officer is on duty, a patrol officer shall be assigned as the acting sergeant, shall assume all responsibilities and authority thereof and shall be compensated for said shift or part thereof at the same rate as a sergeant. Assignment shall be by the Chief of Police or his designee, provided that no patrolman shall serve as an acting sergeant until he has completed five (5) years of service in the East Hanover Police Department. A patrolman may decline the assignment, except that should there be no patrolman willing to serve as acting sergeant, the duties and responsibilities thereof shall devolve to the most senior patrol officer on that shift.

ARTICLE VI. LONGEVITY

All members shall receive longevity pay equal to two percent (2%) of their annual base salary for each four (4) years of continuous employment but not to exceed ten percent (10%) after twenty (20) years of continuous service. Employees appointed on or before July 1 of any year shall accrue longevity from January 1 of that year and shall receive longevity as of January 1 of the year in which they mark their fourth, eighth, twelfth, sixteenth and twentieth years of continuous service. Employees appointed on or after July 2 of any year shall receive longevity effective January 1 of the year

- (3) During the third year of service, up to thirty (30) credit hours
- (4) During the fourth year of service, up to forty-five (45) credit hours.
- (5) During the fifth year of service and thereafter, up to sixty-seven (67) credit hours, or the total number of credit hours required for an Associate Degree, whichever is less.

Section B. All full-time members who have attained an Associate degree (or who were appointed on the basis of having attained 64 credit hours) and who have completed a minimum of two (2) years of service in the East Hanover Police Department are eligible for an education incentive payment of \$850 annually upon attainment of a Bachelor degree in criminal justice, law enforcement or police science. Payment for this educational incentive shall be according to the following schedule:

- (1) Upon satisfactory completion of twelve (12) credit hours beyond the Associate degree (minimum 76 total credits), \$200.
- (2) Upon satisfactory completion of twenty-four (24) credit hours beyond the Associate degree (minimum 88 total credits), \$400.
- (3) Upon satisfactory completion of thirty-six (36) credit hours beyond the Associate degree (minimum 100 total credits), \$600.
- (4) Upon attainment of the Bachelor degree, \$850.

Section C. All credits accumulated up to and including the fall semester of any given year shall be eligible for payment in the next calendar year provided that proper certification from the college or university attended showing the number of credit hours earned and evidence of passing grades is presented to the Chief of Police by January 31 of the year in which payment is requested.

Section D. The educational incentive amount earned shall be added to the member's straight time annual salary plus holiday pay and the sum thereof divided by 26 and the quotient disbursed in the member's biweekly paycheck.

Section E. Participation in this program, which means pursuing an education on the member's own time, shall not relieve the member from any obligation to his/her duties as a police officer and the Township Police Department. Failure to meet any and

working hours for members of the Patrol Division and five (5) working days for all others.

- (2) From completion of one (1) year of service (probation) to completion of five (5) years of service: three (3) weeks, which equates to one hundred twenty (120) working hours for members of the Patrol Division and fifteen (15) working days for all others.
- (3) From completion of five (5) years of service to completion of ten (10) years of service: four (4) weeks, which equates to one hundred sixty (160) working hours for members of the Patrol Division and twenty (20) working days for all others.
- (4) From completion of ten (10) years of service to completion of fifteen (15) years of service: five (5) weeks, which equates to two hundred (200) working hours for members of the Patrol Division and twenty-five (25) working days for all others.
- (5) Upon completion of fifteen (15) years of service: six (6) weeks, which equates to two hundred forty (240) working hours for members of the patrol Division and thirty (30) working days for all others.

Section D. All vacation requests shall be subject to the approval of the Chief of Police who shall be responsible for the preparation of the vacation schedule. The Chief of Police shall have full authority to limit the number of members on vacation at one time.

Section E. Vacations shall be scheduled on the basis of seniority of the members.

Section F. All vacation days in excess of fifteen (15) working days, or vacation hours in excess of one hundred twenty (120) working hours to which a member is

- (a) No deductible
- (b) Per patient annual maximum: \$1,500.00.
- (c) Pre-existing conditions: Fully covered.
- (d) Preventive and diagnostic: Fully (100%) covered.
- (e) Basic procedures: 90% covered; 10% copayment
- (f) Prosthodontics: 70% covered; 30% copayment
- (g) Special orthodontics: 50% copay, \$ 1,000 per case maximum by carrier.
- (h) Periodontal surgery: 90% covered; 10% copayment.

(3) Prescription Drug Benefit

A prescription drug plan that provides for employee co-payment of two dollars (\$2.00) per prescription for generic pharmaceuticals and five dollar (\$5.00) copayment for legend (brand name) pharmaceuticals, with the remainder of the cost of each prescription to be covered by the carrier. Oral contraceptives shall be a covered expense.

(4) Vision Care

A vision care plan as provided by Vision Service Plan (VSP) at the execution of this Agreement, or a direct equivalent which provides, at a minimum, benefits equal to VSP.

(5) Life Insurance

A life insurance policy equal to three times (3 x) each member's straight time annual salary.

(6) Income Replacement (Short- and long-term disability)

An income replacement program which shall provide a weekly benefit equal to two-thirds (66.67%) of employee's straight time rate, to a maximum of four hundred dollars (\$400.00) per week in the event of disability due to injury, sickness or disease suffered other than in the line of duty.

- (a) Benefits shall begin seven (7) days following onset of the injury, sickness or disease, or after employee has utilized all accumulated unused sick time, whichever is later.
- (b) Benefits during the first 104 weeks of disability shall be paid by the Township's self-insurance program Benefits thereafter shall be paid

or to care for a spouse or child or other relative living in the employee's home during their illness, or as otherwise set forth in Article XIII, Section C.

Section B. Credit for service prior to this Agreement shall be based upon records maintained by the Township. A copy of each member's record shall be provided to the member during January of each year showing accrued unused sick time through the preceding December 31. Failure of the employee to question such accounting prior to March 1 of the current year shall be considered agreement to the figures provided.

Section C. Upon retirement or permanent separation, except as set forth in Section H hereof, a member shall be entitled to compensation at the rate of one-half ($\frac{1}{2}$) the straight time rate for each day of unused sick leave accumulated to the time of retirement or separation up to a maximum of 200 unused accrued sick days. For the purposes of this Article a day shall equal eight (8) hours. The member may elect to receive such supplemental compensation in a lump sum or to extend his/her terminal leave at the rate of one-half day for each day of unused accrued sick time to a maximum of 200 unused accrued sick days (1,600 hours). No additional sick or vacation time shall accrue, nor salary increase during, such terminal leave extension.

Section D. Each member shall be required to establish and maintain a bank of not fewer than forty-five (45) accrued unused sick days (360 hours). Once such bank has been established, a member may thereafter redeem the unused sick days from his/her annual allotment thereof at one-half the then current straight time rate. In any case where an illness shall reduce the balance of banked sick time to fewer than forty-five (45) days (360 hours), the member must return the bank to a minimum of forty-five (45) days (360 hours) before redeeming any additional days.

Section E. In addition to redeeming days from the current year, a member may redeem up to ten (10) days (80 hours) from prior years' accruals at one-half the straight time rate for the immediately prior year.

Section F. Employees desiring to redeem unused accrued sick time shall notify the Township Administrator in writing by December 1 of each year of the number of days (hours) to be redeemed. Payment for such days will be made not later than the first paycheck in January of the following year.

requesting personal days, except under emergency conditions. Requests shall not be unreasonably denied. Failure to notify the member within seven (7) days of his request that a personal day has been denied shall constitute a grant of such personal day.

- (2) Effective January 1, 1997, personal days not utilized within a given calendar year may not be carried forward, but shall be reimbursed at the rate of two-thirds (66.67%) of the member's regular straight time salary.
- (3) During 1996, members will be entitled to up to two (2) personal days for the current year, plus any which have been carried forward from prior years. All of which, if used, shall be charged against the employee's accrued, unused sick time. Any such days not used in 1996 shall expire as of December 31, 1996, without compensation therefor. Fourteen (14) days notice to the Chief of Police is required when requesting personal days, except under emergency conditions. Requests shall not be unreasonably denied.

Section D. Terminal Leave

- (1) Upon application for retirement, an employee with twenty-five years of service or who is retiring due to a service-incurred disability shall receive ninety (90) working days (720 working hours for Patrol Division) of terminal leave with full wage and benefits. Unless the employee elects a terminal leave extension as provided for in Article XII, Section C hereof, terminal leave shall begin ninety (90) work days (or 720 working hours for Patrol Division) prior to the effective date of retirement and the employee shall not be required to report for or to perform any police duties during this period.
- (2) Where an employee elects a terminal leave extension as provided for in Article XII, Section C hereof, terminal leave as contemplated in Article XIII, Section A shall commence ninety (90) working days (720 working hours for Patrol Division) prior to the first day of the terminal leave extension as calculated according to the provisions of Article XII, Section C hereof

ARTICLE XIV. LIABILITY PROVISIONS

Whenever any civil action is brought against any employees covered by this Agreement for the employee's reliance upon a warrant executed by a judicial officer, the Township of East Hanover shall defray all costs of defending such action, if any,

upon the parties.

(4) Time periods set forth within the grievance procedure may be extended subject to the mutual consent of the parties.

(5) Employees covered by this Agreement shall have the right to process their own grievance without representation.

(6) Cost of the Arbitrator shall be borne equally by the parties, but each party shall be individually responsible for any other costs it may incur.

ARTICLE XVI. MANAGEMENT RIGHTS

Section A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

(1) To the executive and management control of the Township Government and its properties and facilities and the activities of its employees.

2) To hire all employees, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees subject to the provisions of law.

(3) To suspend, demote or discharge or take other disciplinary action for good and just cause according to law.

Section B. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under N.J.S. Titles 40, 40A, 11 A, or any other state or federal law.

ARTICLE XVII. SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement shall be declared invalid by legislative action or any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the

ARTICLE XX. TERM

This Agreement shall be in full force and effect from January 1, 1999, through December 31, 2001. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein, written notice may be given to the other party at any time, although there shall be no obligation on either party to commence negotiations prior to September 1, 2001, at which time, with or without prior notice from or to either party, they shall establish a date to be not later than September 30, 2001, at which time they shall meet and exchange proposals to terminate, renew, amend or otherwise modify this Agreement.

IN WITNESS WHEREOF, the parties have caused to be affixed hereto the signatures of their duly authorized representatives.

EAST HANOVER PBA LOCAL 227

Patricia A. McElroy
Robert McElroy DELEGATE

TOWNSHIP OF EAST HANOVER

Lawrence J. Colasurdo
Lawrence J. Colasurdo, Mayor

ATTEST:

Paula H. Massaro

Marilyn J. Snow
Marilyn J. Snow, Township Clerk

SCHEDULE A
SALARY SCHEDULE

	Eff. <u>1/1/99</u>	Eff. <u>7/1/99</u>	Eff. ^{2%} <u>1/1/2000</u>	Eff. ^{2%} <u>7/1/2000</u>	Eff. ^{2%} <u>1/1/01</u>	Eff. ^{2%} <u>7/1/01</u>
SERGEANT	\$66,494	\$67,159	\$69,879	\$71,276	\$72,702	\$74,156
PTLMN. I	61,281	61,894	64,509	65,799	67,115	68,457
PTLMN. II	56,411	56,975	59,592	60,681	61,895	63,133
PTLMN. III	51,541	52,057	54,475	55,564	56,676	57,809
PTLMN. IV	46,671	47,138	49,458	50,447	51,456	52,485
PTLMN. V	41,803	42,221	44,442	45,331	46,237	47,162
PTLMN. VI	36,933	37,302	39,425	40,214	41,018	41,838
PTLMN. VII	-----	-----	-----	-----	35,009	35,419
PROB. POST ACADEMY	28,000	28,000	28,500	28,500	29,000	29,000
PROBATIONARY	26,000	26,000	26,500	26,500	27,000	27,000